



Mimosa NearPoint Archiving

Scope of Work Prepared for: City of Frisco

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Prepared By:

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Consulting Services Scope of Work

Thank you for the opportunity to provide City of Frisco (Frisco) a proposal to provide PLA's services.

Based on conversations between Mimosa Systems and Project Leadership Associates, Inc. ("PLA"), we understand Mimosa has identified opportunities for PLA to assist with a Mimosa NearPoint deployment at Frisco's Texas location.

As a result, Mimosa has requested that PLA assist in the implementation of an electronic email archiving solution with PST, eDiscovery (ED), File System Archive (FSA), and SharePoint Archive (SA). The solution will be scaled to 1000 users.

Description of Services/Work Approach:

Based on a meeting with Mimosa, PLA understands Frisco requires an electronic mail archiving solution that provides an automated and efficient way of storing, indexing and retrieving individual email messages, attachments, calendars and contact information for their client. In addition, Frisco would like to deploy the PST, eDiscovery, FSA and SA options.

PLA understands that the project will start in Q2, 2010. All services will be provided remotely for this deployment. If on-site services are needed by Frisco please contact your PLA account representative.

Project Approach and Scope:

Phase I -Design and Planning (Design)

PLA will work with Frisco to design and document the appropriate architecture and requirements for the software.

- Design session with the client up to three (3) hours
- Requirements document with a design summary

Phase II - Pilot Deployment and Operations (Deploy)

During this phase, the NearPoint solution will be deployed and tested in a pilot of up to twenty (20) users.

- **Solution Deployment.** The solution is deployed according to Mimosa System's best practices within the client's production infrastructure. Once the NearPoint installation and configuration is completed, testing and a pilot will begin.

Deployment includes:

- One (1) NearPoint server deployed with the following components
 - Exchange email archiving – shadow one (1) Exchange server
 - Install components for OWA internally
 - Install and pilot the PST option for up to 20 users. Piloted PST files need to be at the same location with the NearPoint server and not across a WAN link.
 - Install eDiscovery option
 - Install FSA option; Note: Up to 1GB archived as part of pilot testing
 - Install SA option; Note: Limited to 1 site and 1 farm as part of pilot testing
 - Configure Fine-Grained Recovery (item-level)
 - Configure Coarse-Grained Recovery (Farm-Level)
 - Test a Stubbing Policy



- Test a Versioning Policy
 - Test a Retention Policy with one account
 - Validation testing
 - Validate Exchange shadow copy and transaction log replication
 - Validate PST ingestion
 - Validate eDiscovery searches and legal hold functionality
 - Validate FSA shadow copy, search and file recovery
 - Validate SA shadow copy, search and document recovery
 - Track and address issues identified during the deployment
- **Knowledge Transfer.** Provide Frisco with knowledge transfer of built systems and ensure their ability to successfully operate the new system. This is up to four (4) hours of time.

Areas out of scope:

Anything not excluded in this section and not listed in the above “Project Approach and Scope” is considered out of scope for this SOW.

The following areas are out of scope:

- Backup and Maintenance strategies are not included as part of this engagement. Recommendations will be made based on Mimosa best practices.
- Security and Vulnerability Assessment activities are not included in this proposal.
- Formal IT user training beyond the knowledge transfer during pilot is not included in this proposal.
- The client will be responsible for setup and configuration of the hardware or operating system that will host NearPoint and SQL, as well as, any external storage devices. Prepare the OS for the two servers, SQL install and all external storage devices will need to be complete before PLA is on site to install NearPoint. PLA will provide a list of prerequisites for the above mentioned items. These prerequisites also need to be completed before PLA is on site.
- The client will be responsible for setup and configuration of the SQL server and application. This includes Microsoft best practices for configuration. PLA will provide a list of prerequisites.
- End-user training
- Migration of all end user .PST files.
- Archiving all File and SharePoint data. This scope limits the amount of data archived for these options so the pilot tasks can be completed in an economical and timely manner.

Project Deliverables:

- Requirements document with a design summary to include
 - Configuration recommendations based on requirements
 - Stubbing
 - Exclusions
 - Self-service options
 - Job and Archive Schedules
 - NearPoint Configuration Console changes
 - Final Project Report
 - Hardware and storage recommendations
 - Software versions
 - Hardware and Storage deployed
 - Mimosa Support information
 - Any Open items



Client Responsibilities:

- Client is responsible for the completion of server, OS and SQL pre-requisites provided by PLA before the project starts. If these cannot be completed before the project starts additional PLA time will be required.
- Client will coordinate and approve participation of key decision makers. Client will provide timely access to its staff and management required for the PLA team to complete work in a satisfactory manner. Such access will not be unreasonably withheld.
- Client Project team members will be available to review deliverables at the appropriate project checkpoints as defined in PLA's plan. Client will review and approve all project related documentation promptly.
- Client will provide PLA with access to any relevant existing documentation, as requested.
- Client's Project Manager has the direct responsibility to notify PLA of any performance or satisfaction issues in a timely fashion. Client will document any issues and the firm will work with PLA to attempt to resolve any issues/concerns.
- Client will provide appropriate remote access to PLA as required by this project. VPN is recommended.

Risks and Assumptions:

- LAPD is responsible for implementing server and storage requirements per Mimosa recommendations based on Excollect data before PLA starts this project. Please refer to www.mimosasystems.com/excollect for more information.
- Deliverables and review documents will be prepared and delivered in MS-Office formats using templates consistent with PLA documentation standards
- The success of this project depends on the involvement and support of Frisco's staff and management
- Some client resources will need to be available on a part-time basis. These individuals are most likely involved in the operations and/or strategic direction of client's network, messaging, and other Microsoft-based systems. This includes IT team members and IT management
- Frisco must provide documentation of their current environment as required and provide the necessary resources when there are content gaps in this documentation
- Frisco must provide the necessary hardware and software licenses required to complete project tasks
- Frisco will be responsible for end-user training
- Frisco will be responsible for the following tasks:
 - Work directly with the PLA resource on tasks related to the current environment assessment.
 - Perform other project tasks as directed by PLA resource.
 - Prepare the two servers and any external storage needs with the prerequisites that have been provided by PLA
- All full-time consulting staff will have remote access established
- PLA and Industry-standard Best Practices will be followed throughout the project



Project Resources:

PLA proposes that the following resources be staffed on this project:

PLA:

- Senior Consultant

Frisco:

- Project Lead

Project Timeframe/Schedule:

PLA anticipates that this project will begin in Q2, 2010 and be completed in approximately five to six days.

Fees and Expenses:

PLA services will be provided at a fixed fee, with pre-approved out of pocket expenses (e.g., travel, lodging, transportation, parking, meals, mileage, miscellaneous incidental expenses) to be billed at cost. Proposal pricing is valid for 30 days. All services will be done remotely for this engagement so no expenses are expected.

Description:	Estimated Effort
Design and Planning, Check server preparations	
Configuration of NearPoint and Validation testing	
Installation and knowledge transfer for PST option	
Installation and knowledge transfer for eDiscovery option	
Installation and knowledge transfer for FSA option	
Installation and knowledge transfer for SA option	
Knowledge Transfer	
Pilot Support	
Sub-Total:	\$8,880
Project Total:	\$8,880.00



Terms and Conditions

Limitation of Liability

(a) PLA AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO COMPLETE THIS PROJECT IN A TIMELY AND PROFESSIONAL MANNER. IN NO EVENT SHALL PLA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST REVENUE, PROFITS OR LOSS OR USE OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT PLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) As PLA is performing the Services solely for the benefit of the Client, the Client shall indemnify PLA, its owners, directors and personnel against all costs, fees, expenses, damages and liabilities (including defense costs) associated with any third party claim, relating to or arising as a result of the Services, the Client's use of the Deliverables, or this Agreement.

(c) PLA shall indemnify the Client against any damage or expense relating to bodily injury or death of any person or damage to real or tangible personal property incurred while PLA is performing the Services and to the extent caused by the negligent or willful acts or omissions of PLA's personnel or agents in performing the Services.

(d) The provisions of this section are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of the Client, PLA, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law.

(e) Any action against PLA must be brought within twelve (12) months after the cause of action arises.

Hardware & Software Procurement

Excluding the equipment provided by PLA, if any, Client will be responsible for contracting directly with the product vendors of their choice to supply equipment needed for the project. Client will make vendor specific information available to PLA to facilitate technical support issues.

Software and Equipment Warranties

PLA is not the manufacturer of any hardware or software to be purchased or used by Client and does not warrant the hardware and software as to the manufacturing, material, performance and design defects. Client is aware that PLA cannot re-write purchased software to correct defects or inter-operability issues. In the event that hardware or software purchased by Client is faulty, PLA will work on Client's behalf, at our normal hourly rates, to gain a resolution to the issue. THIS PARAGRAPH IS PLA'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Deliverables; Ownership of Work Product

If software is developed under this Agreement the following shall apply. Upon payment of all fees by Client, Client agrees that software deliverables, if any, described in this Agreement ("Deliverables") that are developed by PLA which are not Licensed Property, shall be the property of Client. PLA shall own all intellectual property rights in and to any software, know-how or technology developed by PLA prior to this Agreement or ancillary to the subject matter of this Agreement and used or delivered in any Deliverable (collectively, "Licensed Property"). PLA grants to Client a non-exclusive, non-transferable license to use the Licensed Property only as incorporated in the Deliverables. Licensed Property is the confidential information of PLA, regardless of whether or not it is identified as confidential.

Backup and Loss of Data

Client is responsible for assuring all data is backed up as well as its integrity. PLA will not be held responsible for any loss of data.

Client Requirements

As a prerequisite to PLA's delivery of Services, the Client shall (i) ensure that all assumptions set forth in this Agreement are accurate; (ii) provide PLA with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; (iv) furnish PLA personnel with a suitable office



environment and adequate resources and supplies, as needed; and (v) cause all levels of Client's personnel to cooperate fully and timely with PLA. In addition, PLA shall be entitled to rely on all Client decisions and approvals made independently of this Agreement or prior to its execution by the parties. Nothing in this Agreement shall require PLA to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in this Agreement.

Confidential Information

If PLA or Client supplies proprietary or confidential information to the other party in connection with this Agreement that is identified as confidential or that the other party should have known is confidential, the other party agrees to (i) protect the confidential information in a reasonable manner; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. This section shall not apply to information which is publicly known, already known to the receiving party; disclosed to a third party without restriction; or disclosed pursuant to legal requirement or order. Subject to the foregoing, PLA may disclose the Client's confidential information to its subcontractors and affiliates.

Client Changes

PLA will not be responsible for delay to the project from the effect of changes to Client's systems, network environment, platforms, or operations. If such issues are discovered during the course of the project, PLA will bring these to Client's attention. Where possible, PLA will recommend and assist Client with resolving impact to the project which is caused by such issues. These services will be considered outside the scope of this project and all costs will be brought to Client's attention for approval before any work commences.

Payment

PLA will bill Client for all hours worked on this project on the 15th and the last day of the month. Payment is expected upon receipt of invoice. PLA agrees to ensure that all PLA personnel maintain accurate time records for time spent on the project. The Client shall be responsible for all fees, charges, taxes, duties and similar items levied by any governmental authority (other than taxes on income generally) in connection with the performance of the services. Non-payment of invoices will lead to a discussion between our two firms to resolve any problems that may exist that would delay payment. If payments exceed 60 days, PLA reserves the right to stop all work associated with the project until the dispute can be resolved. Any delays or unforeseen circumstances that are not in control of PLA (e.g., actions or non-actions by Client that effect PLA's effort) will be billed and reported as variances to the project. This includes delays due to receipt of data or content from Client or its representatives/vendors, delays in decisions related to PLA's efforts, problems with software, etc.

Termination

This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other. Client shall pay PLA for all Services performed by PLA up to the date of termination.

Non-solicitation

At no time, for a period of two years after our last date of service with any project, can any employee of Client directly solicit or induce for employment an employee of PLA. PLA agrees to the same terms and will not directly solicit or induce employment from an employee of Client for a period of two years after the last date of service on any project. This applies to all PLA services including those not specifically listed under this agreement.



We appreciate the opportunity to work with you on these tasks and look forward to contributing to the success of this project. Please feel free to call me with any questions at 312-441-0077.

Best Regards,

Bruce Munies
Project Leadership Associates
Executive Vice President – Network Integration

The parties hereto acknowledge that they have read and agree to the terms set forth in this letter agreement ("Agreement") and have caused this Agreement to be executed by their duly authorized representatives.

Agreed to:
Project Leadership Associates

Agreed to:
City of Frisco

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

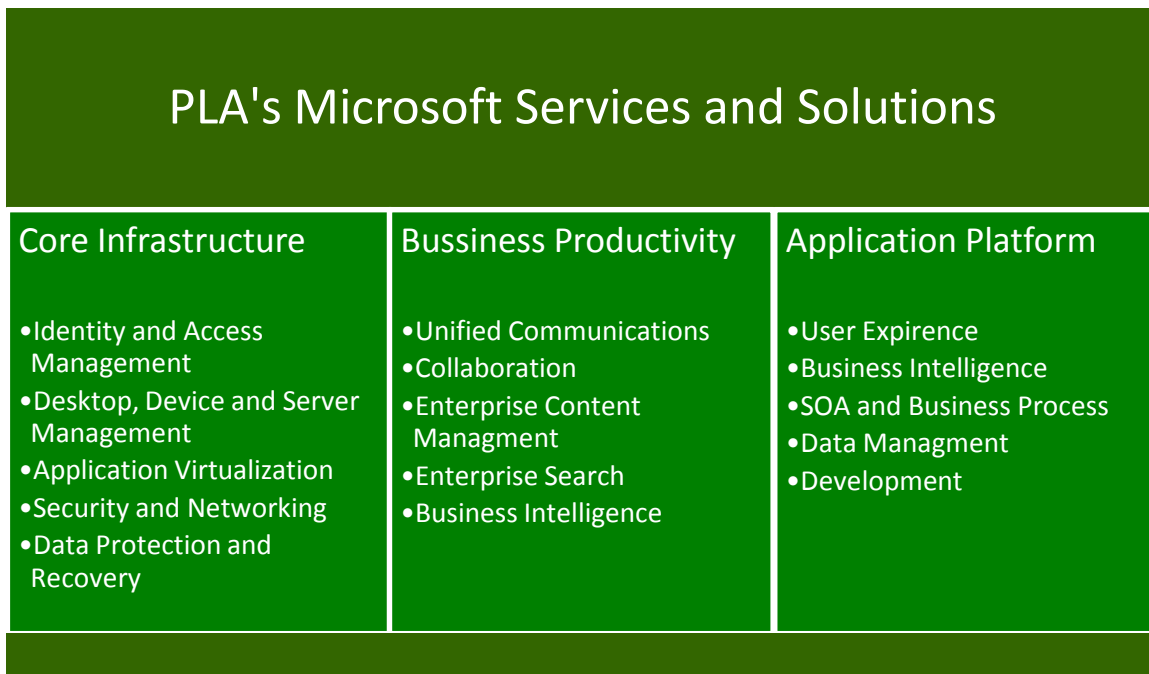


Project Leadership Associates - Advantages

With over 11 years, on the average, of specific and focused technology experience per Consultant, we feel our firm offers a level of business savvy, technology acumen and service excellence to Client that other firms cannot match.

PLA provides services and solutions to help customers' optimize their IT goals and strategies. We help customers envision, plan and deploy technologies that advance their business. PLA has the depth and breadth to help customers understand their needs today and can develop and execute a plan to move clients to their envisioned state.

PLA utilizes Microsoft's Optimization model to help customers review each key areas of optimization including core infrastructure, business productivity and application platform. As our customers align with Microsoft, PLA helps them get the most from their technology investments and develops a plan to get achieve their objectives at a pace that makes the most sense for their business, staff and budgets.



Project Leadership Associates –Communication and Collaboration Offerings

- **Unified Communications Architecture Design Sessions** – A free one day whiteboard session to demonstrate the business value and features of Microsoft Exchange or Office Communications Server. The focus of this engagement is to provide a better understanding of your business and technology challenges and develop a conceptual UC design.
- **Exchange Deployment Planning Services** – With Exchange Deployment Planning Services (EDPS) PLA consultants can help customers achieve cost-effective IT productivity by guiding them through

the value and deployment planning stages of the latest Microsoft Unified Communications solutions. Eligible customers can use their Software Assurance benefits to help evaluate and plan their Microsoft Exchange Server 2007, Microsoft Exchange Server 2010, or Microsoft Office Communications Server 2007 R2 implementation. The length of the EDPS engagement varies from 1 to 15 days – determined by the customer’s Software Assurance coverage and based on the scope of work agreed upon between the customer and the approved partner. PLA will match the funding provided by Microsoft, for example, if the customer has five (5) vouchers, PLA will match to provide the customer with ten (10) days of services.

- **Unified Communications Rapid Planning** – PLA provides several fixed fee detailed design offerings that we call Rapid Planning. These offerings are available for Microsoft Exchange, Archiving and Office Communications Server. The Rapid Plan will provide a customer a full detailed design deliverable that outlines hardware requirements, storage requirements and a high-level upgrade plan for the customers unique organization.
- **Unified Communication Business Value Assessment** - In today’s economy, our customers’ IT budgets continue to shrink, and we know you are looking closely at every project to ensure it makes sense for your businesses. PLA provides a structured analysis of your current costs and business collaboration needs in our free UC Business Value Assessment. First PLA will provide you with an introduction of the Microsoft UC solutions and develop and understanding of how your business can use these solutions. Next, we work with you to understand current costs associated with equipment, conferencing costs, travel costs and support costs. PLA will develop a recommended phase approach to absorb the UC solutions for the areas where your organization will realize the largest impact. A cost analysis and ROI summary will be provided to help with obtaining funding for the deployment.
- **Unified Communications Rapid Pilots** – PLA is offering a free twenty-five user pilot for Exchange Unified Messaging (VoiceMail) or an Office Communications Server 2007 Standard Server deployment. This offering is limited to two – three days and twenty-five users. This is a great way for customer to live trial the solution with no services costs associated.



Key Facts about PLA

- PLA is a **Microsoft Gold Certified** partner that is managed by Microsoft both nationally and in the central region. Microsoft offers partners the ability to enroll and earn specific *competencies* and *specializations*. To apply for a *competency* a partner must have multiple certifications and at least three recent (within a year) applicable customer references for each. PLA has earned the following specific Microsoft-certified competencies:
 - *Unified Communications Competency*
 - ✓ Messaging Specialization
 - ✓ IM/Presence Specialization
 - ✓ Voice
 - *Information Worker Competency*
 - ✓ Portal /Collaboration Specialization
 - ✓ Office Deployment Specialization
 - *Advanced Networking Infrastructure Competency*
 - *Custom Development Competency*
 - ✓ Web Development Specialization
 - *Business Intelligence Competency*
 - *Licensing Solutions Competency*
 - ✓ License Delivery Specialization
 - ✓ Software Asset Management Specialization
- **PLA is currently engaged on Eight (8) enterprise Exchange 2010 projects.** Two of these were early adopter programs that allow customers to implement pre-release software into their production environment.
- **PLA has completed over thirty enterprise Exchange 2007 projects,** some of these enterprise customers include Baxter Healthcare, McDonald's, Chicago Mercantile Exchange, McDermott Will and Emery and Perkins and Will.
- **PLA recently earned Microsoft's Unified Communications Voice Specialization;** one of three in the Midwest with this new specialization.



- **Our organization truly partners with our clients** to assist them in reaching their goals. Our long standing relationship and accomplishments with customers speaks to our commitment to this partnership approach.
- Our commitment to client satisfaction as evidenced by our **high client retention and reference rate**. Our uncharacteristically high employee retention rate which results in a high level of continuity and consistency in our work and with your contact points.
- **PLA was recently selected for a Microsoft Marketing Excellence award** for our service(s) in the Unified Communications solutions.
- **PLA was recently selected as Microsoft's Midwest Enterprise Partner of the Year**. This status was earned through successful project partnerships and engagements performed together.
- As a **Microsoft Gold Certified Partner**, PLA is able to leverage our Microsoft relationship and provide Client with senior level consulting guidance to ensure that the design and planning goals identified meet industry and Microsoft's best practices.

